



COUNTY OF ORANGE

REGISTRAR OF VOTERS

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES TO PROVIDE UPDATED
DEPARTMENTAL STRATEGIC PLAN

RFP No. RN0000002

REQUEST FOR PROPOSAL



County of Orange
Registrar of Voters
1300-C S. Grand Avenue
Santa Ana, CA 92705
714-567-7600

PROPOSALS MUST BE RECEIVED
PRIOR TO 4:00 P.M. PT

Proposal Number: RNZ0000002

File Folder No: 519100

INSTRUCTIONS:

1. SUBMIT 4 COPIES OF YOUR PROPOSAL.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DECLINATION - IN THE EVENT YOU ELECT NOT TO SUBMIT A PROPOSAL, INFORM US ON THIS FORM AND RETURN BY THE DUE DATE INDICATED.
5. FOR FURTHER INFORMATION, CONTACT:

M. Katherine Gold
Registrar of Voters
1300-C S. Grand Ave.
Santa Ana, CA 92705
714-567-5107

DATE: March 24, 2003

REQUEST FOR PROPOSALS COVER PAGE

The County of Orange, Registrar of Voters office is soliciting proposals from Contractors to provide Professional Services to update and further develop the current Strategic Plan.

This Request for proposals is set out in the following format:

- SECTION I. Introduction and Instructions to Offerors
- SECTION II. Proposal Response Requirements
- SECTION III. Model Contract

PROPOSALS ARE DUE FRIDAY, APRIL 18, 2003 at 4:00 P.M.

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to: Kate Gold, Registrar of Voters, 1300 S. Grand Ave., Building C, Santa Ana, CA 92705. Email address: kate.gold@ocgov.com. Fax: (714)567-5035 Phone: (714) 567-5107. Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP.

The Registrar of Voters will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by the Registrar of Voters is unauthorized and will be considered invalid.

I have read, understood and agree to all statements in this Request for proposals and to the attached terms and conditions.

THE COUNTY OF ORANGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Company Name as it appears on your invoice

Phone Number

Small Business: ☐ YES ☐ NO

Address

Minority/Women-Owned Business: ☐ Hispanic,
☐ Asian, ☐ Black, ☐ American Indian,
☐ Caucasian, ☐ Other

Authorized Signature (Sign all copies)

Title

Fed ID#

Date

Name of party to contact in reference to this proposal

Phone Number

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SECTION I

**INTRODUCTION
AND
INSTRUCTIONS TO OFFERORS**

SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

A. Introduction

The County of Orange, Registrar of Voters is soliciting qualified Contractors to submit proposals to provide an updated departmental Strategic Plan.

Refer to Section III, Attachment A, of this Request for proposals for an expanded description of the Scope of Work.

The County intends that the successful Offerors shall provide the Strategic Plan update proposed in accordance with the terms and conditions set forth in Section III – Agreement, including the Exhibits.

B. Proposed Time Schedule

March 21, 2003	Distribution of RFP packages
March 26, 2003	Pre-proposal Conference @ 10:30 a.m.
April 18, 2003	Proposal Submittal Closing Date and Time 4:00 P.M.
April 29, 2003	Recommendation of Award Presented to Board of Supervisors
May 6, 2003	Contract Signed

C. Instructions to Offerors and Procedures for Submittal

1. Clearly identified proposals are due by 4:00 P.M. PT on April 18, 2003 and are to be delivered in a sealed package to:

**Re: RFP No. RNZ0000002 for Professional Services
County of Orange
Registrar of Voters Department
1300 S. Grand Ave. Bldg. C
Santa Ana, CA 92705
ATTN: Mylinh Tu, Deputy Purchasing Agent**

County of Orange, Registrar of Voters Department Regular Business Hours:

Monday through Friday - 8:00 A.M. to 5:00 P.M. PT

Proposals must be time-stamped on the outside of the sealed package by the County Registrar of Voters Department staff. It is the responsibility of the Offeror to ensure that delivery is made to the County Registrar of Voters Department prior to the closing date and time.

2. The County of Orange has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a proposal. If any person contemplating submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the proposal solicitation documents or finds discrepancies in or omissions from the drawings or specifications, he may submit a written request to Katherine Gold, at the address set forth in Section C above, or by email at kate.gold@ocgov.com, unless otherwise directed, for interpretations thereof or corrections thereto. The person submitting the request will be responsible for its prompt and timely submission.

Any interpretation of or correction to the proposed documents will be made only by addendum issued by the assigned buyer. A copy of such addendum will be mailed or delivered to each person/firm

receiving the original solicitation documents. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

A Pre-Proposal meeting shall be held on March 14, 2003 at 1:30 PM, at the Registrar of Voters office, 1300 S. Grand Ave., Building C, Santa Ana, CA. Attendance at the meeting is strongly encouraged but is not mandatory.

3. Proposals must be valid for a period of six (6) months from the closing date and time for receipt of proposals. No proposal may be withdrawn after the submission date.
4. Each Offeror must provide four (4) copies of its proposal. One copy is to be clearly marked as "original" on the outside cover and contain an original signature.
5. All proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, proposal Response Requirements. It is imperative that all Offerors responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, may be referenced in any response, if the material is included in the same section as additional information.
6. Proposals are not to be marked as confidential or proprietary. Proposals submitted in response to this RFP are subject to public disclosure as permitted by the California Public Records Act. Additionally, all proposals become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.

Regardless of any identification otherwise, including marking some or all pages as "confidential" or "proprietary", information in proposals may become a part of the public record and subject to disclosure without further notice to the proposer. The County shall not in any way be liable or responsible for the disclosure of any such records.

7. By submitting a proposal, the Offeror represents that it has thoroughly examined and become familiar with the services required under this RFP and that it is capable of providing the services to achieve the County's objectives.
8. Each Offeror must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration.
9. After the closing date and time for receipt of proposals, evaluation and proposal clarification will commence. Offerors who submit proposals most responsive to the County's requirements may be asked to give an oral presentation of their proposal to County Staff. Selected Offerors should be prepared to make their oral presentation within three calendar days after notification and be prepared to discuss all aspects of their proposals in detail, including technical questions regarding the proposal. Offerors shall not be allowed to alter or amend its proposal through the use of the presentation process.
10. The County reserves the right to negotiate modifications with any Offeror as necessary to serve the best interests of the County of Orange. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this request. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a proponent from full compliance.
11. Offerors shall utilize Attachment B, Compensation/Cost for Contractor Services, in Section III – Model Agreement, to indicate cost of services. The Compensation/cost for Contractor Services should be used to set forth costs for services identified in the Offeror's Attachment A, Scope of Work.

12. Pre-agreement expenses are not to be included in the Compensation/Cost for Contractor Services. Pre-agreement expenses are defined as expenses incurred by the Offeror in; a) preparing its proposal in response to this RFP; b) submitting that proposal to the County; c) negotiating with the County any matter related to the Offeror's proposal; and d) any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
13. The County reserves the right to: a) negotiate the final Agreement with any Offeror(s) as necessary to serve the best interests of the County of Orange; b) withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any Agreement will be awarded to any Offeror responding to this RFP; or c) award its total requirements to one Offeror or to apportion those requirements among two or more Offerors as the County may deem to be in its best interests.

In addition, negotiations may or may not be conducted with Offeror; therefore, the proposal submitted should contain the **Offeror's most favorable terms and conditions**, since the selection and award may be made without discussion with any Offeror.

14. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
15. In the event a bidder or Offeror believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the bidder or Offeror believes that any resulting Contract would be commercially impractical to perform, the bidder/Offeror must file a written protest with the assigned buyer at least two days prior to the close of the solicitation. Protests of specifications and/or solicitation terms and conditions made after that date will not be considered by the County. Protests of award of Contract must be made immediately, but in no event later than five days after the aggrieved party knows or should have known the facts giving rise thereto. The protest must include the following information:
 1. The name, address and telephone number of the protestor;
 2. The signature of the protestor or protestor's authorized representative;
 3. The solicitation number;
 4. A detailed statement of the legal and/or factual grounds of the protest;
 5. The form of relief requested.

Failure by any vendor to file a letter of protest relating to the solicitation requirements at least two days prior to the close of the solicitation will be deemed a waiver of the protester's right to protest any decision for Contract award relating to the solicitation requirements.

Protests must be submitted to the assigned buyer. Within ten working days the assigned buyer will issue a decision in writing, which shall state the reason for the decision. If the protester wishes to appeal the decision of the buyer, the protester shall file a written appeal to the County Purchasing Agent for referral to the Procurement Appeals Board. A hearing will be held with both the protester and the County presenting their positions to the Board. After hearing both sides of the appeal, the Procurement Appeals Board will render a decision in writing to the protester with a copy to the Purchasing Agent, the user agency/department, the County Executive Officer, and the Board of Supervisors.

If the protester wishes to appeal the decision of the Procurement Appeals Board, the protester must do so to the County Board of Supervisors. The County's decision shall be conclusive and binding regarding the protest unless the Contractor commences action in a court of competent jurisdiction.

D. Evaluation Process and Criteria

Selection shall be made solely upon evaluation of written proposals and oral presentations if presentations are requested. Proposals shall be evaluated on the basis of the responses to the questions and requirements in this RFP. Proposals will be competitively evaluated on the basis of the following criteria listed only in a random sequence to their order of importance:

- Demonstration of understanding of the scope of work, and issues facing the Registrar of Voters.
- Comprehensiveness of the Offeror's work plan.
- Ability to meet the time frame required by the RFP. This includes the reasonableness of suggestions to modify the scope of work to meet the time frame.
- Technical experience of the firm including development of strategic plans for organizations of similar size and complexity in the public sector.
- Qualifications of the staff assigned to the analysis.
- Cost.

E. Contracting Procedures

1. The Agreement including Attachments (Section III) shall become the basis for the final Agreement between the County and the Offeror.
2. The County, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all prospective Offerors that Disadvantaged Business Enterprises (DBE) are afforded an equal opportunity to compete for and perform on Contracts resulting from this solicitation. No person will be discriminated against on the grounds of race, color, national origin, age or sex in awarding this Agreement.

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Responses must be indexed in the following order with individual tabs for each underscored numbered item.

1. Cover Letter/Validity of proposal

All proposals must be accompanied by a cover letter, signed by two corporate officers authorized to bind the proposing entity. An unsigned proposal submission is grounds for rejection.

1.1 Include in this tabbed Section the first page of this RFP and any subsequent addenda issued to the RFP.

1.2 Validity of proposal

The Offeror shall state the length of time for which the submitted proposal shall remain valid. The County requires a period of at least six (6) months.

1.3 **Certification of Understanding**

The County assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless:

A. Such understanding or representations are expressly stated in the Agreement; and

B. The Agreement expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Offeror.

NOTE: Offeror shall certify that such understanding has been considered in the "Compensation/Cost for Contractor Services" of the proposal.

2. Company Data

2.1 State the company's legal name and address and the names and titles of its principal officers. Indicate type of entity, such as corporation, partnership, joint venture, sole proprietorship, etc., and indicate if your firm is incorporated and, if so, furnish the State of incorporation.

2.2 If your firm is a sole proprietorship doing business under a different name, indicate the sole proprietorship's name and the name(s) you are doing or have done business as (DBA) or also known as (AKA);

2.3 Provide your firm's Federal Employer I.D. Number;

2.4 State the name and address of the person to receive notices and who is authorized to make decisions and represent the company and specify what capacity the person shall be representing your entity and any limitations to their authority;

2.5 State any failures or refusals to complete any contracts and a complete explanation;

2.6 Indicate the number of years in business under the present business name;

- 2.7 Indicate the number of years of firm's experience in providing required, equivalent or related strategic planning services;

3. Bankruptcy/Pending Litigation Information

3.1 Bankruptcy Information

Have you, or your company that you have had a controlling interest in, ever been declared bankrupt? If yes, attach a statement indicating the bankruptcy date, court jurisdiction, trustee's name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy.

3.2 Pending Litigation

Attach detailed information regarding any litigation, liens, or claims involving the Offeror.

4. Statement of Compliance/Insurance/ Contract

4.1 Statement of Compliance

Include in this tabbed Section either a statement of compliance with all parts of this Request for Proposals and/or a listing of exceptions and suggested changes, along with any cost impact and schedule changes. Proposal must certify either A or B below:

- A. This proposal is in strict compliance with said Request for Proposals and the terms and conditions set forth in the Contract and its Exhibits and no exceptions thereto are proposed. OR
- B. This proposal is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Exhibits, except for those proposed exceptions listed in a separate attachment hereto.

The attachment must include, for each proposed exception:

- 1) The suggested rewording;
- 2) Reasons for submitting the proposed exception; and
- 3) Any impact the proposed exception may have on cost, scheduling, or other areas.

4.2 Certificate of Insurance

The Offeror shall demonstrate the willingness and ability to provide the required insurance coverage as indicated in Section III, Agreement, paragraph 226.

4.3 Agreement

Submit Section III, Agreement, include endorsed signature page. Attachments C and D are to be tabbed and submitted as indicated within proposal Response Requirements.

5. Child Support Enforcement and EDD Independent Contractor Requirements

The Offeror shall demonstrate the willingness and ability to provide the required Orange County Child Support Enforcement Certification Requirements and EDD Independent Contractor Reporting Requirements as indicated in Section III. (See Attachments C and D.)

6. Scope of Work

Offerors shall state specific capabilities, approaches and proposed methodologies and demonstrate a clear understanding of the nature of the work to be performed under the proposed Agreement and its relation to the County's needs. Attachment A defines the specific scope of work.

7. Resumes and Qualifications of Offeror's Personnel

7.1 Offeror shall provide an organizational resume, which shall include project manager and key personnel who will be assigned to this project. Resumes shall contain information relating to each person's education, experience or training in the services listed in the scope of work. Provide resumes of personnel who will be providing the service to the County.

7.2 Offeror shall include a description of work performed for other jurisdictions that have contracted similar services.

8. Independence and Potential Conflict of Interest

Offeror must describe any potential conflicts of interest, including financial benefit, arising from completion of the Registrar of Voters strategic plan.

9. References

Provide a minimum of three letters of reference for projects similar to the services requested in the scope of work for which Offeror has performed similar services. Include the name and phone number of contact person, name of firm, description of services provided, date and contract amount.

10. Implementation Plan/Project Schedule

The Offeror's implementation plan shall include a detailed timeline with milestones to provide the deliverables included in the scope of work, as well as any other deliverables the Offeror deems necessary/desirable to meet the County's objectives.

11. Resources to be Provided by the County

Offerors must identify and list any requirements for County-furnished equipment, materials, facilities or any other County support that will be necessary to implement and complete this project. The County reserves the right to accept or reject any and all requests/requirements for County-furnished items and assistance.

12. Proposal Cost Summary

Offeror must submit a cost summary for the proposed project and the cost must be set forth therein. (Complete Attachment B and submit herein.)

13. Vendor Advisory

The County of Orange does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

SECTION III

MODEL AGREEMENT FOR PROFESSIONAL SERVICES TO UPDATE REGISTRAR OF VOTERS STRATEGIC PLAN

MODEL AGREEMENT

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**PRICE AGREEMENT NO. _____ FOR UPDATE
OF REGISTRAR OF VOTERS STRATEGIC PLAN**

This Agreement to provide professional services to update and enhance the Registrar of Voters Strategic Plan, hereinafter referred to as "Agreement" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and _____, (*type of entity*), with a place of business at _____, hereinafter referred to as "Contractor."

ATTACHMENTS

This Agreement is comprised of this document and the following attachments, which are incorporated by reference into this Agreement:

Attachment A – Scope of Work
Attachment B – Compensation/Cost for Contractor Services
Attachment C – Child Support Enforcement Certification Requirements
Attachment D – EDD Independent Contractor Reporting Requirements

RECITALS

WHEREAS, Contractor responded to a Request for Proposals (RFP) for professional services to update and enhance the Registrar of Voters strategic plan; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into an Agreement for professional services to update and enhance the Registrar of Voters strategic plan;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

1. **Scope of the Agreement:** Contractor shall provide the County with professional services to update and enhance the existing Registrar of Voters Strategic Plan as specified in the Scope of Work, Attachment A,.
2. **Agreement Term:** The term of this Agreement shall be from May 6, 2003 to December 31, 2003.
3. **Compensation:** Compensation shall be paid to Contractor for the satisfactory performance of the services under this Agreement in three increments, at the following milestones:

Milestone #1 – Project Initiation
Milestone #2 – Completion of Organizational Assessment Phase
Milestone #3 – Following Management Retreat facilitation
Milestone #4 – Following submission of Strategic Plan document

4. **Availability of Funds:** Notwithstanding any provision to the contrary herein, all payment obligations of the County are contingent upon the availability of funds, which are appropriated or otherwise legally available for the payment of County obligations under this Agreement. If funds are not appropriated or otherwise legally available for the payment of compensation hereunder, this Agreement shall terminate at the end of the period for which funds are available. In the event this Agreement terminates due to the insufficient appropriated or legally available funds to pay compensation in accordance with this

Agreement, there shall be no liability to the County, nor shall the County be liable for any future payments or damages of any kind resulting from such termination.

Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this Agreement without penalty.

5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears as described in Attachment B. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements.

Billing shall cover services and/or goods not previously invoiced. The contractor shall reimburse the County of Orange for any monies paid to the contractor for goods or services not provided or when goods or services do not meet the agreement requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this agreement and shall not be construed as acceptance of any part of the goods or services.

6. **Assigned Contractor Staff:** County agrees to accept, and Contractor agrees to provide the aforementioned services primarily through _____, and such other officers and employees of Contractor as are necessary for the satisfactory completion of the services to be provided under this Agreement.

County reserves the right to review and approve all staff changes proposed by Contractor which will affect key personnel and positions assigned to provide services to County under this Agreement. County's approval of such staff changes shall not be unreasonably withheld.

7. **Governing Law and Venue:** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
8. **Entire Contract:** This Agreement, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.
9. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
10. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
11. **Delivery:** Time of delivery of goods or services is of the essence in this Agreement. The County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in

writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

12. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
13. **Warranty:** Contractor expressly warrants that the goods/services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor agrees to indemnify, defend and hold County and its indemnitees as identified in paragraph "22" below, and as more fully described in paragraph "22", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
14. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Agreement, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "22" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
15. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Agreement.
16. **Non-Discrimination:** In the performance of this Agreement, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
17. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Agreement without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Agreement shall relieve County of all further obligation.
18. **Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

19. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.
20. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
21. **Performance:** Contractor shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
22. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance: Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All insurance policies required by this contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this contract with respect to work done by the contractor under the terms of this contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The contractor will comply with such provisions and shall furnish the County satisfactory evidence that the contractor has secured, for the period of this contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

23. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "22" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
24. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
25. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Agreement, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Agreement and complete them to the satisfaction of County.
26. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

27. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
28. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Agreement shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "22" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
29. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Agreement.
30. **Pricing:** The Agreement price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Agreement, and no additional compensation will be allowed therefore, unless otherwise provided for in this Agreement.
31. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.
32. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Agreement.
33. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
34. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
35. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
36. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
37. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision

that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

38. **Authority:** The parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
39. **Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Agreement. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

40. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Agreement by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
41. **Child Support Enforcement Certification Requirements:** In order to comply with child support enforcement certification requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract, but prior to official award of Contract, the selected Contractor hereby agrees to furnish CEO/Purchasing with the required Contractor data and certifications, Attachment C, Child Support Enforcement Certification Requirements.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purpose. Failure of Contractor to timely submit the data and/or certifications required above or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Agreement.

42. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (Attachment D)
43. **Disputes:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
- A. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Agreement, unless the County, on its own initiative, has already rendered such a final decision.

- B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Agreement, the Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Agreement.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

44. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

TO: COUNTY
Registrar of Voters Office
1300 S. Grand Ave. Building C
Santa Ana, CA 92705
ATTN: Kate Gold
Contract No. _____

TO: CONTRACTOR

Model Agreement Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below:

CONTRACTOR:

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO FORM:

County Counsel

By _____

Date _____

COUNTY OF ORANGE:

By _____

Title _____

Date _____

ATTACHMENT A

SCOPE OF WORK

The County of Orange, Registrar of Voters requests the services of a consultant to further develop the department's current Strategic Plan.

A. BACKGROUND

On December 12, 2000, the Board of Supervisors directed the CEO to coordinate a Registrar of Voters (ROV) subcommittee to develop a strategic plan for the ROV. This plan was to ensure that the difficulties experienced in Florida during the November 2000 Presidential Election would not occur in Orange County and that the ROV has sufficient staffing and resources to address the election process issues and concerns of the county.

The success of this process was demonstrated during the 2002 Primary and General Elections. Now as the ROV prepares for the paradigm shift to electronic voting through the implementation of the Direct Record Electronic (DRE) voting system, the plan must be updated to ensure the ongoing success of the elections process.

The Strategic Plan was designed as a living document to be reviewed and updated as the Registrar of Voters deems necessary so that it continues to reflect the Department's legal, regulatory and operational environment. Redeveloping the Department's Strategic Plan is critical now to address current changes in the election process that will include: integration and implementation of the newly acquired Maximus-Hart Direct Record Electronic (DRE) Voting System with in house technology, reorganization and redeployment of resources for efficient and effective response to new operational requirements, and the to meet the new mandated language requirements imposed by the Department of Justice and Secretary of the State. This Strategic Plan will provide insight to the organization.

The ROV believes that it is essential that the analysis of the department's Strategic Plan be thorough and accurate. To this end, the Registrar of Voters is seeking to retain the services of an outside consultant to perform this important task. External resources are required primarily due to the full commitment of our small internal staff to the DRE Voting System implementation project and related Community Outreach efforts. The plan must be completed and implementation should be under way by August 1, 2003.

B. CONTRACTOR'S RESPONSIBILITY

The contractor will provide a proposed project schedule and documentation of what was found in the assessment phase. The project approach will include, but may not be limited to, the following:

- Developing an assessment of the current use of technology within the department of the Registrar of Voters and how to meet the challenge of integrating the software with the department's new Direct Recording Electronic (DRE) Voting System
- Ensure compliance with current legislation and identification of business issues
- Providing an overall vision of how technology and human resources will be integrated system to enhance departmental performance
- Providing a framework for defining and evaluating technology which would enhance departmental performance and efficiency
- Describing anticipated impacts on staffing levels, skills, roles and responsibilities that will allow the Registrar of Voters Department to take full advantage of new technology.
- Conduct interviews involving Registrar of Voters Department personnel
- Interviews involving County personnel in other departments who interact with or have knowledge of the Registrar of Voters Department
- Informal research of emerging strategies and legislative initiatives in the elections sector
- Development of the Internal Environment Assessment Summary including technical requirements for systems integration

- Development of the Future Needs Assumptions
- Development of interim report to summarize findings and recommendations
- Facilitation of a management retreat to discuss findings and create an action plan
- Development of a final report for the Strategic Plan 2004-2005

C. PROJECT SCHEDULE & PAYMENT MILESTONES

Project Initiation.....	May 12, 2003	10%
Assessment Phase Complete & Interim report due.....	June 30, 2003	30%
Management Retreat.....	Mid July, 2003	30%
Final Report Due.....	August 4, 2003	30%

ATTACHMENT B COMPENSATION/COST FOR CONTRACTOR SERVICES

(Complete and submit herein as #12 in Section II, Proposal Response Requirements)

This is a fixed price Agreement between the County and Contractor for services provided in Attachment A, Scope of Work. Payment Milestones with percentages of total payment due are outlined in Attachment A.

In accordance with the provisions of Article 3 of the Terms and Conditions, the Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of set ceiling price unless authorized by Amendment in accordance with Article 9. Contractor shall not rely on the total ceiling cost shown, but will be paid for services actually rendered, up to the maximum amount indicated.

A. Payment/Invoicing Instructions:

Invoices are to be sent to:
County of Orange
Registrar of Voters
1300 S. Grand Ave., Building C
Santa Ana, CA 92705

Acceptable invoicing format:

The Contractor will provide a two-part invoice for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Federal I. D. number
5. Name of staff performing services
6. Classification of staff performing services
7. Number of labor hours by classification
8. Hourly rate by classification
9. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. Terms:

Payment will be made in arrears and within 30 calendar days upon the Registrar of Voter's receipt of an approved invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the County's Project Manager and is subject to routine processing requirements of the County.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the services.

C. COMPENSATION/COST

The Contractor agrees to accept the specified compensation as set forth in this Agreement as full remuneration for performing all services and furnishing all staffing and materials required.

List below the labor classification and hourly rate of staff who will be performing services:

<u>Name of Staff</u>	<u>Classification</u>	<u>Hourly Fee</u>

TOTAL COST NOT TO EXCEED.....\$ _____

ATTACHMENT C

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Agreement and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement."

Authorized Signature	Name	Date
----------------------	------	------

Authorized Signature	Name	Date
----------------------	------	------

ATTACHMENT D

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into an agreement for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes an agreement for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a agreement for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

The Employment Development Department web site is located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of contract
Amount of contract

First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____		Dollar value of contract _____
Start Date _____		Expiration Date _____